

# 15. INTELLECTUAL PROPERTY

## 15.1 Intellectual Property description and Policy

The University's detailed guidance on intellectual property can be found at:

<https://intranet.uwe.ac.uk/sites/research-business-innovation/guides/Pages/Intellectual-Property-and-Knowledge-Transfer.aspx#part1>.

All matters around intellectual property should be determined and interpreted in light of the guidance; what follows is only an overview:

Almost all research activity will involve some form of intellectual property. The University strongly welcomes collaborative arrangements with partners and considers clear and documented arrangements between partners in relation to intellectual property to be a fundamental part of building, supporting and maintaining mutually beneficial collaborations. The University therefore requires all research where intellectual property is involved to be subject to adequate legal arrangements and agreements. Intellectual property ('IP') is the general term for intangible property rights which are a result of intellectual effort. IP rights ('IPR') are the legal recognition of the ownership of IP. In English law, IPR includes: Copyright; performance rights; database rights; patents; design rights; registered design rights; trademarks; know-how and confidential information.

Some of the above IPR exist as a matter of course; others, such as patents and registered design rights, must be applied for before the protection that they provide will exist. In relation to patent applications, it is important to recognise that premature disclosure through publications or discussions and the incorrect listing of inventors can lead to invalidity and loss of rights. Also, patents may be subject to a 'security notice' restricting publication of the patent application if they pertain to IP that could compromise the defence of the realm. Similarly, researchers may be asked to sign the Official Secrets Act. Advice on the protection and exploitation of IP can be obtained from the IP team in RBI ([IPteam@uwe.ac.uk](mailto:IPteam@uwe.ac.uk)).

## 15.2 Ownership and protection of IP at UWE

15.2.1 The University requires that the ownership and potential exploitation of IP is clearly defined before the commencement of any research. These arrangements can only be put in place with the involvement and approval of the University's Director of Commercial Services and the Director of RBI. The IP team in RBI should be contacted in the first instance. Where the research involves any party outside of the University (such as another research institution or industry partner) then an appropriate legal agreement must be entered into. The Contracts & Legal Team within Commercial Services should take the lead on the negotiation of any such agreement with input

and guidance from the Knowledge Exchange and IP Commercialisation Manager where appropriate. Any such agreement must be signed by an authorised signatory on behalf of the University (this will usually be a Deputy Vice-Chancellor). Researchers must inform RBI of any IPR that does arise from externally funded research and should also inform the research funder.

It is important to the University that individuals do not infringe third party IPR in their work. Researchers must not use third party IPR in research without appropriate permissions and licences from the owner(s) of that IP. Where licences or permissions are granted, they must be in writing and should be put in place with assistance from the Contracts & Legal Team and, where appropriate, the Knowledge Exchange and IP Commercialisation Manager.

15.2.2 The University owns IP, IPR, products and materials, but may issue disclaimers of ownership of IP in appropriate cases and agree that the IP can be owned by the creators, for example for scholarly works. The IP policy can be found at: <https://www2.uwe.ac.uk/services/Marketing/students/Student%20advice/Intellectual-Property-Policy-and-Regulations.pdf>.

IPR created by undergraduate students and postgraduate students on taught courses will be owned by the student and not by the University, except where:

- a) the University specifically negotiates and agrees otherwise with the agreement of the student (this may apply for example in the case of final year projects, or projects involving third parties, external funding, or work requiring use of pre-existing University-owned IP). A student "Assignment of Intellectual Property Rights Agreement" will need to be in place.
- b) the student is employed by the University and the IP, IPR and/or material arises from that employment.

IPR arising from postgraduate study/research will be owned by the University if it relates to or arises from an existing University project, involves significant use of pre-existing University-owned IP, involves funding or collaboration with third parties or is specifically negotiated between the University and the postgraduate student in other circumstances. A student "Assignment of Intellectual Property Rights Agreement" will need to be in place.